

**STATE OF NEW JERSEY**  
**Commission on Higher Education**  
**EDUCATIONAL OPPORTUNITY FUND**

**C. CLYDE FERGUSON LAW SCHOLARSHIP**

**I. FY 2012 CONTRACT SUMMARY:**

<b>CONTRACTOR:</b>	<b>Organization Name:</b>	<b>Seton Hall Univ. School of Law</b>
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<b>CONTRACTING AGENCY:</b>	Commission on Higher Education <b>Educational Opportunity Fund</b> 20 West State Street P.O. Box 542 Trenton, New Jersey 08625
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<b>SOURCE OF FUNDS:</b>	<b>AMOUNT</b>	<b>ACCOUNT TITLE</b>
Academic Year (FY12)	\$23,446	Ferguson - Graduate Grants

**II. TIME FRAME:**

Effective Date of Agreement:	June 1, 2011
Length of Work Period:	14 months
Starting Date:	June 1, 2011
Ending Date:	July 31, 2012

**III. PURPOSE:**

To provide an opportunity for higher education to disadvantaged New Jersey residents who would not be able to attend college without the financial assistance and special support services that are part of the EOF Program.

**IV. PROGRAM SPECIFICATION:**

Contractor hereby agrees to perform the services described in the specifications attached hereto as Attachment D in the manner and upon the terms therein specified. Attachment D, Program Specifications, is hereby fully incorporated and made a part of this contract in all particulars. The provisions of this contract hereinafter set forth shall constitute the General Terms and Conditions of the Agreement between the parties.

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**V. SCOPE OF AGREEMENT:**

This Agreement, entered into by the above named parties, for the above mentioned time frame, sets forth the specific programs, projects and activities in which the Contractor shall engage in return for funding as provided by the CHE/EOF Program and/or other sources, as set forth above, and shall fully incorporate and make part of this Agreement the following documents and any specifically mentioned attachments thereto:

- A. Attachment A Contract Provisions
- B. Attachment A1 Contract Provisions (Rutgers University)
- C. Attachment B1 EOF Summer Support and Cost of Education Budget (NOT APPLICABLE)
- D. Attachment B2 EOF Academic Year Program Support Budget (NOT APPLICABLE)
- E. Attachment B3 EOF Special Project Budget (if applicable)
- F. Attachments C1-3 Expenditure Reports sent under separate cover (NOT APPLICABLE)
- G. Attachments C4-5 Annual and Summer Assessment Reports sent under separate cover (NOT APPLICABLE)
- H. Attachment D1 Grant Deadlines and Project Specifications
- I. Attachment D2 Program Mission and Goals (see FY00 contract) (NOT APPLICABLE)
- J. Master Contract for Commission on Higher Education Programs - On File  
With the Institution

**VI. COMMISSION AND CONTRACTOR AGREEMENT SIGNATURES:**

If this contract, including all attachments (if applicable), correctly sets forth your understanding of the terms of the agreement, please indicate your institution's concurrence with such terms by the signature of the appropriate officer of your institution and returning the contract to the Commission on Higher Education for the countersignature of the Executive Director of the Educational Opportunity Fund. A copy of the contract with the appropriate signatures will be returned to your institution.

**FY 2012**

**Accepted and Agreed:**

**Countersigned:**

**Seton Hall Univ. – School of Law**  
Institution

**Educational Opportunity Fund**  
Agency/Division

By: \_\_\_\_\_  
Title: **President**

By: \_\_\_\_\_  
Title: **Executive Director, EOF**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE OF NEW JERSEY**  
**Commission on Higher Education**  
**C. CLYDE FERGUSON LAW SCHOLARSHIP**

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**FY 2012**

**Accepted and Agreed:**

**Seton Hall Univ. – School of Law**  
Institution

By: \_\_\_\_\_

Title: **President**

Date: \_\_\_\_\_

**Countersigned:**

**N.J. Commission on Higher Education**  
**Educational Opportunity Fund**  
Agency/Division

By: \_\_\_\_\_

Title: **Executive Director, EOF**

Date: \_\_\_\_\_

# ATTACHMENT A

State of New Jersey  
Commission on Higher Education  
**EDUCATIONAL OPPORTUNITY FUND**

## Contract Provisions

Attachment A hereby provides for provisions and conditions between the State of New Jersey, Commission on Higher Education and institutions participating in the EOF program, as detailed below:

### I. Audit Requirements

- A. Any audit required under Section XIX of the Master will be conducted on an organization-wide basis and on the Contractor's fiscal year. It is the Commission's understanding that the Contractor's fiscal year ends on June 30<sup>th</sup> of any given year.

Any changes in the fiscal year must be reported immediately to the Commission.

- B. The following method(s) has been designated in performing audits:

\_\_\_\_ State Auditors

X Auditors appointed by the Commission on Higher Education

\_\_\_\_ CPA firm appointed by the Commission

X CPA firm appointed by the Contractor. (Audit may be performed as part of the general college audit.)

\_\_\_\_ Other \_\_\_\_\_

### II: Budget Revisions and Modifications

All budget revisions and modifications must be in accordance with the EOF Regulations, Section 9A:11-6.11.

Since the Contractor is not to incur expenditures over and above the limits set forth by the Regulations and approved allocations, it is incumbent on the Contractor to request budget revision approval whenever it is anticipated that spending will exceed the limits defined by the Regulations and approved allocations. Therefore, the Contractor will be liable for all unapproved debts incurred.

III. Program Income

Other program income, if any, as defined in Section XV, Paragraph C of the Master Contract, shall be treated by the Contractor in the following manner:

- ☐ Added to funds committed to the project by the Commission and to be used to further eligible program objectives; or
- ☐ Deducted from the total project by the Commission and be used to further program objectives; or
- ☒ Not applicable

IV. Method of Payment

- A. Where deemed applicable, the Commission may authorize advance payments to be made to the Contractor. These payments will be based upon a percentage determined by the Commission not to exceed 100% of the contract amount.
- B. Progress payments shall be made by the Commission as adopted by the EOF Board of Directors on a scheduled basis.
- C. At the Commission's discretion, a payment may be withheld pending receipt of required reports as listed on Attachment D-1.

V. Financial and Performance Reporting

- A. Interim expenditure reports for academic year program support funds shall be submitted on a scheduled basis. These reports, to be certified by the Chief Fiscal Officer, shall be submitted in accordance with the dates listed on Attachment D-1.
- B. Final expenditure reports shall be submitted by the Contractor in accordance with the dates listed on Attachment D-1.
- C. The Annual Report, which provides data on student and program performance, shall be submitted by the Contractor in accordance with the dates listed on Attachment D-1. The report may be used to assess the Contractor's ability to reach its declared program mission and goals, per Attachment D-2.

VI. Dissemination

All Commission on Higher Education grant-supported public events/activities/curriculum materials as well as dissemination activities for this project should be acknowledged as related to and/or supported by the New Jersey Educational Opportunity Fund.

## ATTACHMENT D1

<b>State of New Jersey Commission on Higher Education Educational Opportunity Fund</b>
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### 2011-2012 GRANT DEADLINES<sup>1</sup>

The following materials MUST be submitted on or before the dates indicated. Failure to comply will result in the delay of EOF payments to your institution.

#### REPORTS/FORMS

#### DEADLINE DATES

<i>Annual Report Form</i>	October 31, 2011
<i>Budget Request – FY 2013</i>	TBA
<i>EOF Expenditure Reports:</i>	
Final FY 11 Art. IV Program Support & Spec. Proj. Summer 2011	August 31, 2011 September 15, 2011
FY 2012 Article IV Interim Report (July-December)	January 15, 2012
FY 2012 Article IV Interim Report (July-March) <sup>2</sup>	April 15, 2012

<sup>1</sup>Deadline dates that fall on the weekend or holiday are expended to the next working day. Postmark dates will determine compliance with the appropriate deadline.

<sup>2</sup>With projections through June. NOTE that final payment will be based upon these projections.